

Where a creditor's bill was filed to vacate certain deeds as fraudulent against such creditors, and the statute of limitations was pleaded to their claims, It was HELD—That the question, so far as it involves the existence of such claims, is of a legal nature, or would be cognizable at law, and in such cases, courts of equity govern themselves by the same limitations as the statute prescribes, to suits in the common law courts, acting not upon the ground of analogy, but in obedience to the statute.

Length of time ought not to be permitted to repel relief where fraud is imputed and proved, but the party relying upon the fraud to excuse his delay, can only do so successfully when the fraud has been concealed from him. In cases of fraud and mistake, the statute of limitations begins to run from the time of the discovery of the fraud or mistake.

It is believed no case can be found in which relief has been extended to a party in equity, in opposition to the statute of limitations, upon the ground of fraud, when the fact imputed as fraudulent, was discovered by the party at a period beyond the time allowed by the statute for the assertion of his rights.

Where deeds are declared to be fraudulent against the creditors of the grantor, the plea of limitations may be allowed to avail those of the parties claiming under the deeds, who rely upon it.

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[The original bill in this case was filed in the equity side of Baltimore County Court, on the 25th of August, 1845. It alleges that a certain Elizabeth Osborne, late of the city of New York, deceased, was in her lifetime, seized and possessed, in her own right, of a large amount of real and personal property, situated in the city of Baltimore, and whilst so seized and possessed of said property, she became, *bona fide*, indebted to the complainants therein named, and remained so indebted at the time of her decease. That said Elizabeth, in her lifetime, executed three deeds or instruments of writing, by which she conveyed to Samuel H. Goldsmith, the defendant, all the real and personal property of which she was, at the time of the execution thereof, seized and possessed. That said deeds bear date as follows: the first upon the 14th of July, 1841, and professes, in consideration of the sum of \$2,000, to convey to the defendant, a certain piece of ground therein described. The second, dated the 5th of November, 1842, is a mortgage to the defendant, of certain real and personal property therein described, to secure a pretended indebtedness, in the sum of \$21,500. The third is dated the 16th of February, 1844, by which the grantor, in consideration of her pretended indebtedness, mentioned in the above mortgage, and in satisfaction